

REGULAR CALLED MEETING BOARD OF DIRECTORS

Boardroom

April 6, 2021

5:30 p.m.

AGENDA

1. Call to Order Mayor Byrd
2. Invocation
3. Approval of Board Minutes from March 16, 2021 – Mayor Byrd
4. Consider Fixed Asset Transfers – Gary Brinkley
5. Consider Resolution for Rave Emergency Communication System – Gary Brinkley
6. Consider First Reading of Ordinance to Waive Bidding Requirement – Gary Brinkley
7. Consider Resolution for Emergency Reserve Fund – Gary Brinkley
8. City Manager's Report – Gary Brinkley
9. Routine Business – Mayor Byrd
10. Adjournment – Mayor Byrd

Regular Meeting: Citizens speaking to the Board of Directors shall have a speaking time limit of **10 minutes**. The Board of Directors may ask follow up questions which may extend the time limit.

Open Session Forum: Speaking time limit is **5 minutes** a speaker may not yield his or her time to another speaker

**REGULAR CALLED MEETING
BOARD OF DIRECTORS**

Board Room

March 16, 2021

5:30 P.M.

MEMBERS:

Taylor Chaney, *Ward 1 Director (Absent)*
Chris Porter, *Ward 2 Director*
Keith Crews, *Ward 3 Director (Left at 5:58 pm)*
Reo Cummings, *Ward 4 Director*
Jason Jones, *Ward 5 Director*
Roland Gosey, *Assistant Mayor*
Scott Byrd, *Mayor*

OTHERS:

Gary Brinkley, *City Manager*
Jessica Davis, *City Clerk*
Shacresha Wilson, *City Treasurer*

CALL TO ORDER

The Mayor called the meeting to order at 5:30 p.m.

INVOCATION

Director Porter.

APPROVAL OF BOARD MINUTES FROM MARCH 2, 2021

A motion was made by Director Jones, seconded by Director Cummings to approve the minutes from the March 2, 2021 Board Meeting.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

CONSIDERATION OF BOARD OF ZONING APPOINTMENTS

Mr. Brinkley requested the Board reappoint the following candidate to serve on the Planning Commission/Board of Zoning Adjustment:

Place	Name	Term Expires
5	Lawrence Phillips	3/31/2027

A motion was made by Director Jones, seconded by Assistant Mayor Gosey to reappoint Mr. Phillips with a term expiring on 3/31/2027.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

CONSIDER CONDEMNATION RESOLUTION OF 109 SOUTH 19TH STREET
Officer Thomas Free addressed the Board of Directors regarding a property located at 109 South 19th Street. Following his presentation Officer Free recommended this property be condemned due to its threat of public health and safety. A motion was made by Director Porter, seconded by Director Crews to approve the Resolution to condemn the property.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

2020 YEAR END BUDGET ADJUSTMENTS

Mr. Brinkley requested the Board approve categorical adjustments within the 2020 budget for various departments and line items as presented. He also stated this was a truing up of numbers and the city did not exceed the budget passed or dollars appropriated to operate the city. A motion was made by Director Crews, seconded by Director Porter to approve the 2020 year end budget adjustments as presented.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

CONSIDER RESOLUTION & CONTRACT FOR DIVISION OF ENVIRONMENTAL QUALITY

Mr. Brinkley requested the Board approve a Resolution and Irrevocable Contract of Obligation between the Arkansas Department of Energy and Environment, the Division of Environmental Quality, and the City of Arkadelphia. These are the required documents to renew the Sanitation Department transfer station permit. A motion was made by Director Jones, seconded by Director Cummings to approve the Resolution and ADEQ, DEQ, and City of Arkadelphia Contract.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

CONSIDER STREETScape PHASE IV CHANGE ORDER #1

Mr. Brinkley requested the Board approve Change Order #1 with Shields & Associates for the Streetscape Phase IV project in the amount of \$2,827.00 for additional work to relocate the position of an electrical service on the Northwest corner of 6th and Crittenden St. A motion was made by Director Porter, seconded by Assistant Mayor Gosey to approve the Change order in the amount of \$2,827.00 and for the City Manager to execute the necessary documents.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

TERMINATION OF LEASE WITH ALLIANCE (SUCCESSOR TO CHAMBER OF COMMERCE)

Mr. Brinkley requested the Board approve the Lease Termination Agreement between the City of Arkadelphia and the Arkadelphia Regional Economic Development Alliance for the building located at 109 North 6th Street. A motion was made by Director Crews, seconded by Director Jones to approve the Lease Termination Agreement and for the City Manager to execute all necessary documents.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

PURCHASE OF KNUCKLEBOOM

Mr. Brinkley stated on February 25, 2021 staff opened bids for a Sanitation Department Knuckleboom. The two lowest bids did not meet specifications. The lowest qualified bid was from Reliance Truck & Equipment in the amount of \$149,065 for a 2019 model. Mr. Brinkley requested the Board accept the bid from Reliance Truck & Equipment in the amount of \$149,065. A motion was made by Director Jones, seconded by Director Porter to accept the bid for the 2019 Knuckleboom in the amount of \$149,065.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	"Aye"		

AWU-GUM SPRINGS UPDATE

Mr. David Green addressed the Board and gave a brief update of the progress at the AWU-Gum Springs Water Utility project.

LITTERING ISSUE ALONG SOUTH 5TH & 20TH STREET

Mr. Brinkley stated after meeting with Mr. Richard Herrington, CEO of the management company that manages the facilities for the Arkadelphia Housing Authority, and Mr. Donny Manning, Sanitation Superintendent, they agreed to move forward with a plan to address the littering issue in those areas. This will include moving dumpsters from public access on South 5th St to inside the complex at Carpenter Hill (these will be brand new dumpsters), and Mr. Herrington meeting with tenants at the facility to encourage adults not send children out to place trash in the receptacles as many have a difficult time reaching it. In regards to the 20th St littering issue, the same issue with public access to the dumpster on N. 20th exists. It was proposed the city purchase a vacant lot abutting the Pine Court apartment property line, install a dumpster pad with a 15' wide driveway, and a perimeter fence to control access, keeping the new area within the apartment campus. The budget for the purchase of land, professional fees, driveway, dumpster pad, and fencing would be \$30,000 and allocated from undesignated surplus. A motion was made by Assistant Mayor Gosey, seconded by Director Jones to approve staff moving forward with the purchase of land, perform the construction of the driveway and fence installation as recommended, fund the project from undesignated surplus, and for the City Manager to execute all necessary documents.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	Absent	Roland Gosey	"Aye"
Chris Porter	"Aye"	Jason Jones	"Aye"
Reo Cummings	"Aye"	Mayor Byrd	"Aye"
Keith Crews	Absent		

CITY MANAGER'S REPORT

March 16, 2021

- February fuel sales at the airport suffered with HSU closing for 2 weeks due to COVID protocols followed by a week of snow closures. Flights and sales are up.
- Progress is being made on Feaster Field One on the new synthetic turf.
- The Parks Dept postponed the softball sign ups and registered an additional 42 young ladies. The league will start 2 weeks late but worth the delay.
- The loan closing for AWU-Gum Springs is scheduled for March 23rd.

- Our thanks to the First Baptist Church for hosting a COVID-19 inoculation clinic today. Most of our non-first responder staff, participated in the event.
- With the ground rapidly warming up, you may see water leaks with the ground shifting, just like when we had the extremely cold weather. If you do, please call 870.246.5863 and report the location.
- Special thanks to Sgt Thomas Free. He has been working diligently on getting trash picked up in town and writing violations for offenders. We have way too many violations having to be written in town. We support and encourage his efforts.
- The 8 Police Chargers are in the que to be built so we should receive a delivery date soon.
- The 2 Ram SSV pickups are now on the streets. That completes the 4 used as Sgt vehicles and inclement weather transportation. The remaining vehicles will all be Dodge Chargers.
- Today our Building Dept went through an audit by the ISO certifiers. The audit was to determine how well we were enforcing our codes. The audit happens every 3 years or so.
- Today the City Police Dept. assisted the CC Sheriffs Dept/ Caddo Valley PD and Hot Springs PD in the apprehension of a homicide suspect hiding in an area motel. We appreciate the unilateral cooperation among these groups for the benefit of our citizens.

Dates to Remember:

- Board of Zoning Adjustments and Planning Commission will meet Thursday, March 17th at 5:30 pm in these chambers.
- April 10th is OBU's Tiger Serve Day and Henderson's Reddie Serve Day.

ROUTINE BUSINESS

Taylor Chaney, Ward 1 – Absent

Chris Porter, Ward 2 – He said the positive momentum is nice. We're having issues and problems but we are in a position to fix them now. Stress levels are lower and people are smiling more. One thing he has noticed is when problems arise, the city comes together.

Keith Crews, Ward 3 – Absent (left at 5:58 pm)

Reo Cummings, Ward 4 – He thanked the city manager for taking care of issues on Clark and Clay St. It looks good. He appreciates things getting taken care of that he asks about around the city.

Jason Jones, Ward 5 – He saw the progress happening at the Feaster softball field today when he drove past. He said it's going to make a huge difference there. He thought about all the times they have talked about Feaster Park and seeing what is happening there now is really great.

Roland Gosey, Assistant Mayor – He thanked the city manager and Donny Manning for their efforts in cleaning up 20th Street. He has good news to report back now. He hopes it works out for us.

Scott Byrd, Mayor – He said if we're functioning correctly we can avoid many problems. Sometimes issues are fixed before they become major problems. We have equipment in place to aid that now. We are doing what we said we would do with the additional tax revenues. He hopes things continue to get smoother.

ADJOURNMENT

There being no further business to discuss, Director Porter made the motion, seconded by Assistant Mayor Gosey to adjourn. **The motion passed unanimously, and the meeting adjourned at 6:18 p.m.**

Scott Byrd, Mayor

Jessica Davis, City Clerk

ADDITIONAL ATTENDEES

Jason Jackson
Thomas Free
David Green
Donny Manning
Lewis Shepherd
DeAnna Graves
Julie Lacy
Chuck Fitzsimmons



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: March 31, 2021
Re: Fixed Asset Transfers

Staff is requesting your approval of the following fixed asset transfers:


- 2015 John Deere VIN # 30094 From Grounds Dept. To Parks & Rec.
- 2015 Mack Truck VIN # 23495 From Water Dept. To Street Dept.

Thank you.



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: March 31, 2021
Re: Resolution to Adopt Rave Communications Policy



Staff has been meeting with County officials for over a year in anticipation of the launch of the new Rave Communications System purchased by the County.

To that end, attached please find the Resolution that specifically states our procedures. The system is specifically designed for Street Closures/ traffic blockage, water/sewer notifications, Sanitation Dept service interruptions and issues deemed as emergency issues that serve the public good. Weather notifications are automatic within the system via NOAA weather.

The Police Chief is the point person for Arkadelphia to approve the sending out of a notification. In his absence the City Manager will make the final approval.

This is our policy for use of the system. The County will have their own set of standards.

Thank you.

Resolution R-21-__

A RESOLUTION ESTABLISHING A POLICY AND GUIDANCE OR THE ACTIVATION OF THE RAVE EMERGENCY COMMUNICATION SYSTEM IN THE CITY OF ARKADELPHIA, ARKANSAS AND PRESCRIBING OTHER MATTERS THERETO.

WHEREAS, The Mayor and the Board of Directors of the City of Arkadelphia, Arkansas desire to establish policies for the activation of the Rave Emergency Communication System for the safety and/or convenience of the citizenry; and

WHEREAS, There is a need for policies and guidelines for the proper use of the countywide Rave Emergency Communication System; and

WHEREAS, The successful implementation of the system will provide proper notification for public safety and awareness; and

WHEREAS, Clear policies and guidelines will provide precise communications while avoiding over use and de-sensitivity of the public.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the City of Arkadelphia, Arkansas:

1. The Chief of Police will serve as the individual responsible for the approval of notifications from the city. In his/her absence, the City Manager will assume that responsibility.
2. Public notifications will include the following:
 - a) Street closures and/or traffic blockage
 - b) Water and sewer notifications including annual hydrant flushes
 - c) Cancellation or rescheduling of sanitation services
 - d) Any other emergency issue that serves the public good
3. City staff will continue to work together with the Clark County Judge, Sheriff, and Office of Emergency Management to refine best practices.

Passed on this ____ day of _____, 2021

Scott Byrd, Mayor


ATTEST:

Jessica Davis, City Clerk



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: March 31, 2021
Re: Ordinance for the Wholesale Purchase of Aviation Fuel



Attached for your review and approval please find an ordinance for the wholesale purchase of aviation fuel for the Dexter B. Florence Airport.

ACA §14-58-104 allows for the waiving of commodities such as motor fuel without soliciting bids. The ordinance acknowledges this allowance and seeks approval to execute the Lease Agreement for the fuel refueler trucks and the Fuel Contract.

The contract and agreement have been reviewed by Ed McCorkle and approved for your consideration.

Staff seeks your approval via an ordinance as formal recognition of ACA §14-58-104, waiving the bid process to purchase the fuel commodities.

You are seeing these now as we have negotiated the terms and conditions and you prefer avoiding the need for an emergency clause later in the year.

Staff recommends you place this ordinance on its first reading tonight.

Thank you.

ORDINANCE NO. O-21-__

AN ORDINANCE WAIVING THE BIDDING REQUIREMENTS OF ORDINANCE O-02-01 AND ACA §14-58-104 FOR THE WHOLESALE PURCHASE OF FUEL FOR THE DEXTER B. FLORENCE MEMORIAL AIRPORT IN ARKADELPHIA, ARKANSAS AND FOR OTHER PURPOSES.

WHEREAS, ACA §14-58-104 Specific Purchases and Contracts allows the purchase of commodities such as motor fuel without soliciting bids; *and*

WHEREAS, the Titan Aviation Fuels as successor in interest to Eastern Aviation Fuels has met or exceeded our expectation in pricing, quality of product and service; *and*

WHEREAS, Titan Aviation Fuels has provided the fuel distribution vehicles for fuel both aviation fuels and jet fuels; *and*

WHEREAS, the constant supply of quality aviation fuel is critical for the operations of the Dexter B. Florence Memorial Airport; *and*

WHEREAS, there is a desire to extend the contract with Titan Aviation Fuels as the supplier for operations at the Dexter B. Florence Memorial Airport.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS, THAT:

Section 1. The Board of Directors hereby acknowledges that ACA §14-58-104 specifically allows the commodity purchase of fuel as an exception not the bidding requirement statues and hereby waives the bidding requirements, all in accordance with this exception.

Section 2. The Board of Directors hereby authorizes the City Manager to execute the agreement with Titan Aviation Fuels for the supply of aviation and jet fuels to the Dexter B. Florence Memorial Airport for a period of five (5) years.

Section 3. The Board of Directors hereby authorizes the City Manager to execute the Lease Agreement for the Jet A Refueler and Avgas Refueler vehicles with Titan Aviation Fuels.

Section 4. Any ordinance or parts of ordinances in conflict herewith are hereby repealed and this ordinance shall be in full force and effect from and after its passage and publication.

PASSED AND APPROVED this ____ day of _____, 2021

Scott Byrd, Mayor

Jessica Davis, City Clerk

STATE OF ARKANSAS

COUNTY OF CLARK

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 29th day of January, 2021, by and between TITAN AVIATION FUELS, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and CITY OF ARKADELPHIA., hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Dexter B Florence Memorial Field Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

2007 2,200 Gallon Jet A Refueler
2000 750 Gallon Avgas Refueler

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee based on 64,000 combined gallons purchased annually at a rate of \$0.139 per gallon , plus applicable sales and use tax, to commence as of the 1st day of November, 2021. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of 5 years beginning on the 1st day of November, 2021, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement. If the refueling equipment is leased for a period of less than sixty months, the Lessee will be responsible for the freight charges associated with the delivery and pick up of the refueling equipment.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at City of Arkadelphia, for handling the aviation fuels supplied by Titan Aviation Fuels.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release, indemnify and hold the Lessor and the owner of said refueling equipment harmless from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to

avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

13. ATTORNEY AND/OR COLLECTION FEES: In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of .8333% per month, 10.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV
President

WITNESS:

LESSEE

By: _____

WITNESS:

STATE OF ARKANSAS

COUNTY OF CLARK

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 29th day of January, 2021, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and CITY OF ARKADELPHIA hereinafter called "Buyer" as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the Dexter B Florence Memorial Field Airport, at or near Arkadelphia, Arkansas.

2. **TERM:** This contract shall remain in force for a period of FIVE (5) years ("Initial Term") beginning on the 1st day of November, 2021 and will automatically extend for successive terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.

3. **DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
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AVIATION GASOLINE 100LL	Seller's posted dealer price*
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*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

The prices for fuel are exclusive of airport fees, freight or any applicable taxes. Jet A differential and freight may be adjusted for any third party increase beyond Seller's control. Any changes are subject to review and approval by Buyer.

5. **PAYMENTS:** If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net thirty (30) days from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.
- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.
- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of .8333% per month, 10.0% per annum or the maximum amount permitted by law from the date of default.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels at Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use Seller's brand and/or licensed trademarks owned or licensed by Seller in connection with the sale of Aviation Fuel at Buyer FBO. Buyer shall have the right to display the brand names, but only for the purpose of properly identifying and advertising the

branded products handled by Buyer and in a manner and in the forms satisfactory to Seller in Seller's sole judgment. Buyer shall not sell products other than the branded products under the brand names. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of one million dollars (\$1,000,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels, as an additional insured party with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded FBO but will not be eligible for the \$50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program but will be required to maintain insurance meeting the above criteria to be a branded FBO.

13. CHARGE / CREDIT CARD PROGRAM : Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Titan Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion,

shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. CONTRACT FUEL PROGRAM: Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: TITAN AVIATION FUELS
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: CITY OF ARKADELPHIA
City Manager
700 Clay Street
Arkadelphia, Arkansas 71923

16. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the 29th day of January, 2021.

EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV, President

WITNESS: _____

CITY OF ARKADELPHIA


By: _____

WITNESS: _____



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: March 31, 2021
Re: Resolution to Adopt
General Fund Emergency Reserve Fund & Policy



As directed, staff has researched and drafted a resolution to establish a General Fund Emergency Reserve Fund and a Policy on which to administrate the funds.

Attached please find the resolution that:

- Acknowledges the need for an emergency fund with the General Fund budget
- Establishes a goal of funds equivalent to three (3) months of operating expenses
- Establishes the way in which dollars are approved to be expensed when needed

Staff feels the establishment of the policy is a good first step which will lead to enhance fiscal management.

Your approval is requested.

Thank you.

RESOLUTION NO. R-21-

A RESOLUTION TO ESTABLISH A GENERAL FUND EMERGENCY RESERVE FUND ACCOUNT AND POLICY FOR THE CITY OF ARKADELPHIA;

WHEREAS, the Board of Directors of the City of Arkadelphia, Arkansas (the "City") desires to establish a General Fund Emergency Reserve Fund Account and Policy; and,

WHEREAS, the establishment of an emergency reserve fund account that represents three (3) months of operating expenses is a prudent business practice; and

WHEREAS, it is necessary from time to time to use the funds to pay for emergencies or purchases that cannot reasonably be accommodated by current budget appropriations.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the City of Arkadelphia, Arkansas:

- Section 1. The City directs staff to establish a General Fund Emergency Reserve Fund Account.
- Section 2. The goal should be a balance equivalent to three (3) months of operating expenses. This number is based on the current approved budget.
- Section 3. These funds may be appropriated only by a vote of not less than five (5) members of the Board of Directors or the unanimous vote of a legal quorum.
- Section 4. It is the Board's policy that if funds are spent from the General Fund Emergency Reserve Fund Account, it should be replenished as soon as resources become available.

PASSED ON THIS ____ DAY OF _____, 2021.

ATTEST:

APPROVED:

Jessica Davis, City Clerk

By:

Scott Byrd, Mayor

(SEAL)